

| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|-------------------------------|-------------------------|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number | | Page 1 Of 53 | | | | | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | | | | | |
| 2. Contract No. | | 3. Award/Effective Date | | 4. Order Number | | 5. Solicitation Number DAAE20-99-R-0091 | | | | | |
| 6. Solicitation Issue Date | | | | | | | | | | | |
| 7. For Solicitation Information Call: | | A. Name BOBBIE STEGALL | | B. Telephone Number (No Collect Calls) (309) 782-3618 | | 8. Offer Due Date/Local Time 2001FEB03 03:45pm | | | | | |
| 9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 ADDRESS OFFERS TO: TACOM-RI ACQUISITION CENTER ATTN AMSTA-AC-PC P O BOX 2008 ROCK ISLAND IL 61299-7630 e-mail: STEGALLB@RIA.ARMY.MIL | | Code W52H09 | | 10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: 100 % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard: | | 11. Delivery For FOB Destination Unless Block Is Marked | | | | | |
| | | | | | | <input checked="" type="checkbox"/> See Schedule | | | | | |
| | | | | | | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) | | | | | |
| | | | | | | 13b. Rating DOA5 | | | | | |
| | | | | 14. Method Of Solicitation | | <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | | | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By | | | | Code | | | |
| Telephone No. | | | | | | | | | | | |
| 17. Contractor/Offeror | | Code | | Facility | | 18a. Payment Will Be Made By | | Code | | | |
| Telephone No. | | | | | | | | | | | |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | | | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum | | | | | | | |
| 19. Item No. | | 20. Schedule Of Supplies/Services | | | | 21. Quantity | | 22. Unit | | | |
| | | SEE SCHEDULE | | | | | | | | | |
| | | (Attach Additional Sheets As Necessary) | | | | | | | | | |
| 25. Accounting And Appropriation Data | | | | | | 26. Total Award Amount (For Govt. Use Only) | | | | | |
| <input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. | | | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | | | | |
| <input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda | | | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | | | | |
| 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | | | | | 29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: | | | | | |
| 30a. Signature Of Offeror/Contractor | | | | | | 31a. United States Of America (Signature Of Contracting Officer) | | | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) | | | 31c. Date Signed | | |
| 32a. Quantity In Column 21 Has Been | | | | | | 33. Ship Number | | 34. Voucher Number | | 35. Amount Verified Correct For | |
| <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted | | | | | | <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | | | |
| 32b. Signature Of Authorized Government Representative | | | | 32c. Date | | 36. Payment | | | | 37. Check Number | |
| | | | | | | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | | | |
| | | | | | | 38. S/R Account Number | | 39. S/R Voucher Number | | 40. Paid By | |
| | | | | | | | | | | | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | | | | | | | | |
| 41b. Signature And Title Of Certifying Officer | | | | 41c. Date | | 42b. Received At (Location) | | | | | |
| | | | | | | 42c. Date Recd (YYMMDD) | | | | | |
| | | | | | | 42d. Total Containers | | | | | |
| | | | | | | | | | | | |

| | | |
|--|--|--|
| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0091 MOD/AMD</p> | <p style="text-align: center;">Page 2 of 53</p> |
|--|--|--|

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

| Regulatory Cite | Title | Date |
|---|--|----------|
| 1 HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
| <p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p> | | |

(AA7020)

| | | |
|---|---------------------------------|----------|
| 2 52-201-4501 | NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |
| TACOM-RI | | |
| <p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> | | |
| <p>b. If you think that this solicitation:</p> | | |
| <p>1. has inappropriate requirements; or</p> | | |
| <p>2. needs streamlining; or</p> | | |
| <p>3. should be changed</p> | | |
| <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> | | |
| <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> | | |
| <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p> | | |
| <p>U.S. Army TACOM-RI</p> | | |
| <p>AMSTA-CM-CR (OMBUDSMAN)</p> | | |
| <p>Rock Island IL 61299-7630</p> | | |
| <p>Phone: (309) 782-3223</p> | | |
| <p>Electronic Mail Address: AMSTA-CM-CR@ria.army.mil</p> | | |
| <p>e. If you contact the Ombudsman, please provide him with the following information:</p> | | |
| <p>(1) TACOM-RI solicitation number;</p> | | |
| <p>(2) Name of PCO;</p> | | |
| <p>(3) Problem description;</p> | | |
| <p>(4) Summary of your discussions with the buyer/PCO.</p> | | |

(End of clause)

(AS7006)

Name of Offeror or Contractor:

352.204-4500NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI)FEB/1999TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

452.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

552.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL SPEC/STANDARD | LOCATION OF REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$
CLIN PRICE \$

| | | |
|---------------------------|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0091 MOD/AMD | Page 4 of 53 |
|---------------------------|--|----------------------------|

Name of Offeror or Contractor:

CLIN _____ PRICE \$ _____
CLIN _____ PRICE \$ _____

(End of clause)

(AS7008)

6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

7 52.227-4577 NOTICE OF M16 SERIES RIFLE REQUIREMENTS MAR/1995
TACOM-RI

(a) This solicitation and any resulting contract include documents in the Technical Data Package (TDP) which are proprietary. As such, the TDP is subject to the ''Disposition of Drawings and Specifications'' clause contained in Section H of this document.

(b) This procurement action is governed by a license agreement between Colt Industries and the United States Government. As such, this solicitation and any resulting contract are subject to the ''M16 License Agreement Requirement'' clause contained in Section H of this document.

(End of clause)

(AS7501)

8 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel

| | | |
|---------------------------|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0091 MOD/AMD | Page 5 of 53 |
|---------------------------|--|----------------------------|

Name of Offeror or Contractor:

ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

| | | | |
|---|-------------|--|----------|
| 9 | 52.245-4576 | NOTICE OF DEMILITARIZATION REQUIREMENT | MAR/1995 |
| | TACOM-RI | | |

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

| | | | |
|----|-------------|---|----------|
| 10 | 52.246-4538 | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 | JUN/1998 |
| | TACOM-RI | | |

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

SOLICITATION DAAE20-99-R-0091

EXECUTIVE SUMMARY

1. This procurement is a 100% small business set aside.
2. The Government plans to award a firm fixed price contract or contracts. The contract or contracts may be indefinite delivery indefinite quantity (IDIQ) or a requirements contract or contracts with four ordering periods depending on the evaluation of offers received. If an offeror is low on one line item or is low on a group of line items that do not have a specified guaranteed minimum quantity or estimated requirements, that offeror shall be awarded a requirements contract. An offeror who is low on one line item with a guaranteed minimum quantity and low on other line items without a guaranteed minimum quantity shall be awarded all of those line items under an IDIQ type contract.
3. Due to the possibility of two types of contracts being awarded the solicitation includes IDIQ and requirements clauses. Upon contract award, the clauses not needed will be deleted.
4. See Section M - Evaluation Criteria, page 53 and 54, for further information. Your attention is directed to FAR 16.503 and 16.504 and the incorporated FAR clauses 52.216-18, 52.216-19, 52.216-21, and 52.216-22 in Section I for additional information on IDIQ and requirements contracts.
5. The TACOM-Rock Island has a requirement to procure 29 spare and repair parts for the M16 Series Rifle and M4/M4a1 Carbine as

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0091 MOD/AMD | Page 6 of 53 |
|--------------------------------|---|--------------|
| Name of Offeror or Contractor: | | |

follows:

| CLIN | PN | NSN | ITEM |
|------|----------|----------------------|-------------------------------------|
| 0001 | 9390021 | 1005-01-233-8530 | Plate, Receiver End |
| 0002 | 12951018 | 1005-01-382-7089 | Index, Elevation |
| 0003 | 9390016 | 4710-01-233-8637 | Gas Tube Assembly |
| 0004 | 9390020 | 5310-01-233-8625 | Nut, Receiver Extension |
| 0005 | 12951028 | 1005-01-382-7086 | Base, Rear, Sight |
| 0006 | 9390026 | 5310-01-233-8626 | Nut, Lock Pin |
| 0007 | 12951023 | 5310-01-382-6793 | Nut, Handle Assembly |
| 0008 | 9390025 | 5315-01-233-8608 | Pin, Lock |
| 0009 | 12951017 | 5340-01-382-3201 | Clamp |
| 0010 | 12951019 | 5355-01-382-6801 | Knob, Elevation |
| 0011 | 12972696 | 1005-01-395-4257 | Trigger Subassembly |
| 0012 | 8448505 | 1005-01-441-1619 | Carrier Assembly, Key and Bolt |
| 0013 | 9349086 | 1005-01-442-0160 | Forward Assist Assembly |
| 0014 | 8448502 | 5315-00-992-7294 | Pin, Cam |
| 0015 | 8448581 | 5340-00-992-7297 | Extension, Lower Receiver |
| 0016 | 9349074 | 1005-01-134-3631 | Base, Rear Sight |
| 0017 | 9349130 | 1005-01-146-7685 | Butt, Plate Assembly |
| 0018 | 9381367 | 1005-01-225-8339 | Selector, Fire Control |
| 0019 | 9381380 | 1005-01-228-8504 | Door Assembly, Thumb Latch |
| 0020 | 12012083 | 5305-01-459-5982 | Screw, Swivel |
| 0021 | 12951011 | NSN NOT ASSIGNED YET | Carrying Handle Assembly (Complete) |
| 0022 | 12951021 | 1005-01-382-7083 | Base Carrying Handle Assembly |
| 0023 | 9390035 | 5120-01-324-6631 | Wrench, Spanner, Carbine |
| 0024 | 8448517 | 1005-00-017-9546 | Charging Handle Assembly |
| 0025 | 8448525 | 1005-00-978-1022 | Ejection Port Cover Assembly |
| 0026 | 9349056 | 1005-01-134-3625 | Post, Front Sight |
| 0027 | 9392518 | 1005-01-219-2402 | Trigger Subassembly |
| 0028 | 9349113 | 5340-01-144-1499 | Disconnect, Burst |
| 0029 | 9349114 | 5340-01-145-7910 | Disconnect, Semi |

6. All prices shall be submitted on the Price Evaluation Sheets, Attachment 002. Offerors may submit proposals for all the line items, individual line items, or a group of line items. The Government may accept any item or group of items of an proposal/offer, unless the offeror qualifies the proposal/offer by specific limitations.

7. You are advised that the technical data for manufacturing the M16 Family of Weapons and spare/repair parts for these weapons include documents that are proprietary with limited distribution restrictions. The proprietary note stamped on each document must be strictly adhered to. Prior to the release of any solicitation and corresponding technical data, you are required to execute a Confidential Non-Disclosure and Non-Use Agreement and consent to the terms of this notice. Upon execution of the non-disclosure agreement, the applicable technical data will be released. Upon completion of the purpose for which it was intended, you will be required to execute a Certificate of Destruction of all copies of technical data received or reproduced. In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms and conditions contained in the Nondisclosure Agreement, Attachment 005. Prospective offerors are advised to carefully review all of the terms and conditions of this agreement. You will be making a binding agreement. The signed agreement should be sent to:

U.S. Army TACOM-Rock Island
ATTN: AMSTA-LC-CSC-C (Ms. Bobbie Stegall)
Rock Island, IL 61299-7630
Electronic Mail Address: stegallb@ria.army.mil
Fax Number: (309) 782-3813

8. The required delivery schedule information is listed in Section B of the solicitation, pages 10 and 11.

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| 0030 | <div>SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>Supplies or Services and Prices/Costs</div> <div>DD FORM 1423 REQUIREMENTS</div> <div>NOUN: DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</div> <div>A DD 250 IS NOT REQUIRED.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Destination</div> | | | \$ ** NSP ** | \$ ** NSP ** |
| 0031 | <div>Supplies or Services and Prices/Costs</div> <div>FIRST ARTICLE TEST REPORT</div> <div>NOUN: DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Delivery Shall Be FOB Destination</div> <div>Without First Article Approval</div> <div>(Delivery of 0031 Not Required)</div> <div>The First Article Test Requirement applies to the following CLINs: 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1 0120</div> <div>FOB POINT: Destination</div> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CSC ROCK ISLAND IL 61299-7630 | | | | |

| | | |
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Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 252.225-7008 DFARS | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998 |

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

1. PRICING INFORMATION:

a. All prices shall be submitted on the Price Evaluation Sheets (Attachment 002). When preparing your prices, you should keep the following information in mind:

- (1) Prices must be based on the Government's technical data package and the requirements contained in this solicitation.
- (2) The pricing pages (Attachment 002) will be incorporated into the contract at time of award.
- (4) CLINS 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029 require pricing for with and without First Article Testing.

b. Inspection, Acceptance, and FOB Point for the M16/M4 spares shall be Origin.

2. QUANTITIES AND ORDERING PERIODS

- a. This section provides ordering information for the M16 Series Rifle and M4/M4A1 Spare and Repair Parts.
- b. Following are the ordering periods covered by this solicitation.

| | |
|------------------------|-------------------------------------|
| Ordering Period (OP) 1 | Award Date - 30 September 2001 |
| Ordering Period (OP) 2 | 01 October 2001 - 30 September 2002 |
| Ordering Period (OP) 3 | 01 October 2002 - 30 September 2003 |
| Ordering Period (OP) 4 | 01 October 2003 - 30 September 2004 |
| Ordering Period (OP) 5 | 01 October 2004 - 30 September 2005 |

3. MINIMUM AND MAXIMUM QUANTITIES: The Government's projected minimum and maximum quantities for each item, by Ordering Period, are set forth on the Price Evaluation Sheet, Attachment 002. These quantities represent the Government's best estimate of projected and unforecasted requirements (i.e., FMS) based on a combination of order history, actual orders on hand, and projected demand. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences. Therefore, ordering quantity ranges have been established.

4. DELIVERY SCHEDULE INFORMATION:

a. The delivery schedule for each spare part is provided below. All delivery orders will be issued unilaterally by the Government with firm delivery dates. Specific time for delivery is after receipt by the contractor of each individual order issued under this contract.

| CLIN | ITEM | DAYS AFTER AWARD |
|------|--------------------------|------------------|
| 0001 | PLATE, RECEIVER END | 80 DAYS |
| 0002 | INDEX, ELEVATION | 120 DAYS |
| 0003 | GAS TUBE ASSEMBLY | 120 DAYS |
| 0004 | NUT, RECEIVER, EXTENSION | 130 DAYS |
| 0005 | BASE, REAR, SIGHT | 150 DAYS |
| 0006 | NUT, LOCK PIN | 120 DAYS |
| 0007 | NUT, HANDLE ASSEMBLY | 160 DAYS |
| 0008 | PIN, LOCK | 130 DAYS |

| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 10 of 53 |
|--------------------|---|---------|---------------|
| | PIIN/SIIN | MOD/AMD | |

Name of Offeror or Contractor:

| | | |
|------|-------------------------------------|----------|
| 0009 | CLAMP | 120 DAYS |
| 0010 | KNOB, ELEVATION | 110 DAYS |
| 0011 | TRIGGER SUBASSEMBLY | 150 DAYS |
| 0012 | CARRIER ASSEMBLY, KEY AND BOLT | 101 DAYS |
| 0013 | FORWARD ASSIST ASSEMBLY | 109 DAYS |
| 0014 | PIN, CAM | 99 DAYS |
| 0015 | EXTENSION, LOWER RECEIVER | 140 DAYS |
| 0016 | BASE, REAR, SIGHT | 149 DAYS |
| 0017 | BUTT, PLATE ASSEMBLY | 150 DAYS |
| 0018 | SELECTOR, FIRE CONTROL | 170 DAYS |
| 0019 | DOOR ASSEMBLY, THUMB LATCH | 120 DAYS |
| 0020 | SCREW, SWIVEL | 96 DAYS |
| 0021 | CARRYING HANDLE ASSEMBLY (COMPLETE) | 150 DAYS |
| 0022 | BASE CARRYING ASSEMBLY | 150 DAYS |
| 0023 | WRENCH, SPANNER - CARBINE | 91 DAYS |
| 0024 | CHARGING HANDLE ASSEMBLY | 172 DAYS |
| 0025 | EJECTION PORT COVER ASSEMBLY | 125 DAYS |
| 0026 | POST, FRONT SIGHT | 120 DAYS |
| 0027 | TRIGGER SUBASSEMBLY | 149 DAYS |
| 0028 | DISCONNECT, BURST | 149 DAYS |
| 0029 | DISCONNECT, SEMI | 150 DAYS |

b. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; provided that it is at no additional cost to the Government and that the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in the contract.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | Regulatory Cite | Title | Date |
|---|-------------------------|------------------------|----------|
| 1 | 52.210-4501 TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with Technical Data Package Listings (CD ROM) provided as Attachment 008 to this solicitation.

The Government End Item Technical Data Package (Attachment 001) will be used to buy the items required by this solicitation. For this reason, we are providing the technical data package listings for all spare parts required to be produced under this solicitation.

NOTE: The Technical Data for manufacturing the M16 Family of Weapons and spare/repair parts for these weapons include documents that are proprietary with limited distribution restrictions. Prior to release of this technical data, you are required to execute a Confidential Non-Disclosure and Non-Use Agreement and consent to the terms of this notice. The Non-Disclosure and Non-Use Agreement is provided as Attachment 005 to the solicitation. The signed agreement must be received at the office listed in the Executive Summary, Section A, paragraph 8, prior to release of any technical data.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

| DOCUMENT | DELETE | REPLACED WITH |
|-------------|---------------|----------------------|
| ----- | ----- | ----- |
| 8448522 | 8448524 | 12576280 |
| 8448673 | MIL-H-6088 | SAE AMS H 6088 |
| 12598101 | MIL-L-40000 | MIL-L-46000 |
| 8448510 | MIL-S-13165 | SAE AMS S 13165 |
| 8448512 | MIL-S-13165 | SAE AMS S 13165 |
| 8448502 | MIL-S-5000 | AMS 6415 OR AMS 6484 |
| 12012059 | MIL-S-5000 | AMS 6415 OR AMS 6484 |
| 12598617 | MIL-S-5000 | AMS 6415 OR AMS 6484 |
| 8448532 | MIL-S-7720 | SAE AMS S 7720 |
| 8448616 | QQ-A-225 | ASTM B211 |
| | QQ-A-200 | ASTM B221 OR B308 |
| 8448620 | QQ-A-225 | ASTM B211 |
| | QQ-A-200 | ASTM B211 OR B308 |
| 9349066 | QQ-A-225 | ASTM B211 |
| 9349067 | QQ-A-225 | ASTM B211 |
| 9349077 | QQ-A-225 | ASTM B211 |
| 9390024 | QQ-A-225 | ASTM B211 |
| 12597640 | QQ-A-225 | ASTM B211 |
| 12951018 | QQ-A-225 | ASTM B211 |
| 12951019 | QQ-A-225 | ASTM B211 |
| QAP8448522 | 8448665 | MS16626-3137 |
| QAP8448523 | QAP12576180 | QAP12576280 |
| QAP8436760 | FED-STD-151 | NO REPLACEMENT |
| 8448673 | MIL-H-6088 | SAE-AMS-H-6088 |
| QAP8448580 | MIL-STD-1189 | NO REPLACEMENT |
| QAP9349102 | MIL-STD-1189 | NO REPLACEMENT |
| QAP12012003 | MIL-STD-1189 | NO REPLACEMENT |
| QAP8448670 | MIL-H-6088 | NO REPLACEMENT |
| MIL-C-71186 | MIL-P-116 | NO REPLACEMENT |
| | MIL-A-70625 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| MIL-R-63997 | MIL-I-45208 | NO REPLACEMENT |
| | MIL-P-116 | NO REPLACEMENT |
| | MIL-Q-9858 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| MIL-C-70599 | MIL-I-45208 | NO REPLACEMENT |
| | MIL-P-116 | NO REPLACEMENT |

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| | | |
|-------------|-------------------|-------------------------------|
| | MIL-Q-9858 | NO REPLACEMENT |
| | MIL-A-70625 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| 8443915 | MIL-STD-120 | NO REPLACEMENT |
| 8443949 | MIL-STD-120 | NO REPLACEMENT |
| MIL-R-71135 | MIL-P-116 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| 8448511 | QQ-P-35 | ASTM-A967 |
| 8448538 | QQ-P-35 | ASTM-A967 |
| 8448574 | QQ-P-35 | ASTM-A967 |
| 8448583 | QQ-P-35 | ASTM-A967 |
| 8448586 | QQ-P-35 | ASTM-A967 |
| 8448589 | QQ-P-35 | ASTM-A967 |
| 8448590 | QQ-P-35 | ASTM-A967 |
| 8448593 | QQ-P-35 | ASTM-A967 |
| 8448594 | QQ-P-35 | ASTM-A967 |
| 8448597 | QQ-P-35 | ASTM-A967 |
| 8448598 | QQ-P-35 | ASTM-A967 |
| 8448611 | QQ-P-35 | ASTM-A967 |
| 8448614 | QQ-P-35 | ASTM-A967 |
| 8448629 | QQ-P-35 | ASTM-A967 |
| 8448633 | QQ-P-35 | ASTM-A967 |
| 8448637 | QQ-P-35 | ASTM-A967 |
| 8448659 | QQ-P-35 | ASTM-A967 |
| 8448671 | QQ-P-35 | ASTM-A967 |
| 8448787 | QQ-P-35 | ASTM-A967 |
| 9349109 | QQ-P-35 | ASTM-A967 |
| 9349116 | QQ-P-35 | ASTM-A967 |
| 9390022 | QQ-P-35 | ASTM-A967 |
| 9390027 | QQ-P-35 | ASTM-A967 |
| 12006359 | TT-V-121 | A-A-1800 |
| 12972654 | CAGE CODE 94499 | CAGE CODE 71984 |
| | DOW CORNING CORP | DOW CORNING CORP |
| | 50 COMMERCE DR. | 2200 W. SALZBURG ROAD |
| | TRUMBULL,CT 06611 | AUBURN, MI 48611 |
| | MOLYKOTE G-n | MOLYKOTE G-n METAL ASSY PASTE |

DELETE QAP'S 8436764 AND 8448538 WITHOUT REPLACEMENT.

DELETE PL12006359 FROM THE TDP.

QAP8448593 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO "DWG 8448593, NOTE 4".

QAP8448611 - ON PAGE 2, PART III, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG 8448611".

QAP9349116 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG "9349116, NOTE 14".

REPLACE "STM-1...." IN PART X OF QAP8448580, "STM-1...." IN PART X OF QAP9349102, AND "5.2...." IN PART X OF QAP12012003 WITH THE FOLLOWING: "BAR CODE READABILITY. A READABILITY TEST SHALL BE PERFORMED ON THE BAR CODES ON A SAMPLE OF LOWER RECEIVERS RANDOMLY SELECTED FROM EACH LOT. SAMPLING SHALL BE IN ACCORDANCE WITH MIL-STD-1916 VERIFICATION LEVEL III.A SUCCESSFUL SCAN IS ACHIEVED WHEN A BAR CODE IS READ WITH THREE OR FEWER ATTEMPTS USING A GOV-

ERNMENT APPROVED WAND TYPE SCANNER IN BOTH THE VISIBLE LIGHT SPECTRUM (633 nm) AND THE NEAR-INFRARED SPECTRUM (800 nm). THESE REQUIREMENTS APPLY WHEN THE SCANNERS ARE BEING USED IN ACCORDANCE WITH CORRECT OPERATING PROCEDURES AS SPECIFIED BY THE SCANNER MANUFACTURER. A MINIMUM OF 97 PERCENT OF THE BAR CODES SHALL BE SUCCESSFULLY READ WITHIN THE ABOVE PARAMETERS."

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Name of Offeror or Contractor:

The following Government Acceptance Inspection Equipment (AIE) design drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause specified elsewhere in Section E of this contract.

In all QAPs (Quality Assurance Provisions):

Delete MIL-STD-105 and associated AQLs
and replace with MIL-STD-1916, Verification Level III for major characteristics and Verification Level II for Minor characteristics

ADD: ECP G6Q2012, SHEETS 6 THRU 22 (INCLUDES QAP12977382)

(CS6100)

| | | | |
|---|-------------|-------------------------------|----------|
| 2 | 52.210-4501 | PHOSPHATE COATING REQUIREMENT | MAR/2000 |
| | TACOM-RI | | |

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-C, Ms. Bobbie Stegall, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is every 8 hours.

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is every 8 hours.

(End of clause)

(CS6510)

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Name of Offeror or Contractor:

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|--|-------------------------|---|----------|
| 3 | 52.210-4511 TACOM-RI | STATEMENT OF WORK - OZONE DEPLETING CHEMICALS | MAR/1994 |
| (a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows: | | | |
| N/A | | | |
| (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances . | | | |
| (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows: | | | |
| N/A | | | |
| (c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows: | | | |
| N/A | | | |
| (d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer. | | | |

(End of Clause)

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0091 MOD/AMD</p> | <p style="text-align: center;">Page 15 of 53</p> |
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Name of Offeror or Contractor:

PACKAGING AND MARKING

| | Regulatory Cite | Title | Date |
|---|-------------------------|-------------------------------------|----------|
| 1 | 52.211-4503 TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | FEB/2000 |

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: ONE EACH
Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH (3) BELOW

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost compartment of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

Name of Offeror or Contractor:

marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NONE.
(End of clause)

(DS6413)

| | | | |
|---|-------------|---------------------------|----------|
| 2 | 52.247-4521 | UNITIZATION/PALLETIZATION | JUL/1998 |
| | TACOM-RI | | |

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|---|-------------|
| 1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| 2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| 3 | 52.209-4512 TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994 |

a. The first article shall consist of 10 EACH OF THE FOLLOWING PARTS/SUBASSYS/ASSYS (FIVE EACH FOR DIMENSIONAL INSPECTION AND FIVE EACH FOR INSPECTION OF COATING REQUIREMENTS).

| CLIN | PART NUMBER | ITEM |
|------|-------------|-------------------------------------|
| 0005 | 12951028 | Base, Rear Sight |
| 0011 | 12972696 | Trigger Subassembly |
| 0012 | 8448505 | Carrier Assembly, Key & Bolt |
| 0016 | 9349074 | Base, Rear Sight |
| 0018 | 9381367 | Selector, Fire Control |
| 0021 | 12951011 | Carrying Handle Assembly (Complete) |
| 0022 | 12951021 | Base Carrying Assembly |
| 0024 | 8448517 | Charging Handle Assembly |
| 0027 | 9392518 | Trigger Subassembly |
| 0028 | 9349113 | Disconnect, Burst |
| 0029 | 9349114 | Disconnect, Semi |

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for

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final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSTA-AR-QAW-C, Rock Island, Illinois 61299-7630.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

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| 4 | 52.246-4025 TACOM-RI | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II | OCT/2000 |
|---|-------------------------|---|----------|

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

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|---|-------------------------|--|----------|
| 5 | 52.246-4503 TACOM-RI | ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL PROCESS CONTROL (SPC)) | JAN/1999 |
|---|-------------------------|--|----------|

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their

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particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

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| 6 | 52.246-4528 TACOM-RI | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
| a. Rework and Repair are defined as follows: | | | |
| (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements. | | | |
| (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements. | | | |

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Name of Offeror or Contractor:

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

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| 7 | 52.246-4531 | ACCEPTANCE INSPECTION EQUIPMENT (AIE) | JUN/2000 |
| | TACOM-RI | | |

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critical, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

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| 8 | 52.246-4540 | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 | MAR/1997 |
| | TACOM-RI | | |

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

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Name of Offeror or Contractor:

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

(1)____NOT CERTIFIED

(2)____CERTIFIED

(i)____DATE OF CERTIFICATION

(ii)____CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| 2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 3 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| 4 | 52.247-61 | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS | APR/1984 |
| 5 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991 |
| 6 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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| 7 | 52.247-4531 | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
| | TACOM-RI | | |

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMC.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|---|-------------|
| 1 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| 2 | 52.204-4501 TACOM-RI | REQUIRED USE OF ELECTRONIC DATA INTERCHANGE | DEC/1999 |

(a) Within TO BE DETERMINED calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.

(b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.

(c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the DEFAULT (FIXED PRICE SUPPLY/SERVICES) clause of this contract (FAR 52.249-8) and may result in termination under the terms thereof.

(d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).

(e) Registration and certification information must be furnished to the contracting officer within 60 calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within TO BE DETERMINED calendar days after award of any contract resulting from this solicitation.

(g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.

(h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.

(i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS6507)

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| 3 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | MAY/2000 |
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are stegallb@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813,

Name of Offeror or Contractor:

ATTN: Ms. Bobbie Stegall and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

4 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| Line Items | National Stock Number | Commercial Item (Y or N) | Source of Supply | | | Actual Mfg |
|---------------|-----------------------------|--------------------------------|------------------|----------------|-----------------|---------------|
| | (2) | (3) | Company (4) | Address (4) | Part No. (5) | (6) |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

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| Name of Offeror or Contractor: | | |

5 52.227-4575 DISPOSITION OF DRAWINGS AND SPECIFICATIONS MAR/1995
TACOM-RI

(a) There are documents included in the Technical Data Package which have been marked with the following Legend:

'This entire document and all information thereon is proprietary to Colt's Inc. and shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by the United States Government or in connection with the manufacture in the United States either by the United States Government or under a contract with the United States Government. This document will be disposed of in accordance with instructions issued by the responsible Contracting Officer upon completion of the purpose for which it was issued.'

(b) It is required that the Contractor must maintain the legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed with respect to the legend, the use, and disposition of these documents.

(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(d) The Contractor's attention is specifically directed to the fact that, under this Contract, any technical data which is restricted as to use by a legend such as that set forth in paragraph 1 above shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the legend specified in paragraph 1 above.

(e) Destruction of this technical data shall be accomplished by burning, shredding or pulping.

(f) A certificate of destruction must be forwarded to:

Tank Automotive and Armament Command
ATTN: AMSTA-LC-CSC-C/Ms. Bobbie Stegall
Rock Island, IL 61299-7630

(End of clause)

(HS7501)

6 52.227-4576 M16 LICENSE AGREEMENT REQUIREMENT MAR/1995
TACOM-RI

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

7 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

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b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

8 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995
TACOM-RI (CATEGORY I - MUNITIONS LIST ITEMS)

(a) Definitions. (i) "Excess property," means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) "Significant Military Equipment (SME)," means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) "Munitions List Items (MLI)," means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

(i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and

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all components and parts;

(ii) Shotguns and all components and parts;

(iii) Shoulder fired grenade launchers and all components and parts;

(iv) Man portable rocket launchers and all components and parts;

(v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;

(vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;

(vii) Rifle grenade launchers and all components and parts;

(viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

(ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;

(x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

(i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

(i) Silencers, suppressors and mufflers (total destruction).

(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and

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Name of Offeror or Contractor:

optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled 'Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

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| 9 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
| | TACOM-RI | | |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

| | Regulatory Cite | Title | Date |
|----|-----------------|--|----------|
| 1 | 52.203-3 | GRATUITIES | APR/1984 |
| 2 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| 3 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| 4 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| 5 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/1997 |
| 6 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| 7 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 8 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 9 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | AUG/1996 |
| 10 | 52.215-14 | INTEGRITY OF UNIT PRICES - ALTERNATE I | OCT/1997 |
| 11 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL/1996 |
| 12 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| 13 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| 14 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 15 | 52.222-26 | EQUAL OPPORTUNITY | FEB/1999 |
| 16 | 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | APR/1998 |
| 17 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| 18 | 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | JAN/1999 |
| 19 | 52.223-6 | DRUG-FREE WORKPLACE | JAN/1997 |
| 20 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | OCT/2000 |
| 21 | 52.225-8 | DUTY-FREE ENTRY | FEB/2000 |
| 22 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL/2000 |
| 23 | 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN/2000 |
| 24 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| 25 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN/1991 |
| 26 | 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR/1984 |
| 27 | 52.232-1 | PAYMENTS | APR/1984 |
| 28 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | MAY/1997 |
| 29 | 52.232-11 | EXTRAS | APR/1984 |
| 30 | 52.232-16 | PROGRESS PAYMENTS - ALTERNATE I | MAR/2000 |
| 31 | 52.232-17 | INTEREST | JUN/1996 |
| 32 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| 33 | 52.232-23 | ASSIGNMENT OF CLAIMS - ALTERNATE I | APR/1984 |
| 34 | 52.232-25 | PROMPT PAYMENT | JUN/1997 |
| 35 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 36 | 52.233-1 | DISPUTES | JAN/1999 |
| 37 | 52.233-3 | PROTEST AFTER AWARD | OCT/1995 |
| 38 | 52.242-10 | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| 39 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| 40 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 41 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| 42 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| 43 | 52.247-63 | PREFERENCE FOR U.S. - FLAG AIR CARRIERS | JAN/1997 |
| 44 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| 45 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| 46 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |

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| 47 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| 48 | 252.203-7001 DFARS | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | MAR/1999 |
| 49 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 50 | 252.204-7004 DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION | MAR/2000 |
| 51 | 252.205-7000 DFARS | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| 52 | 252.209-7000 DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| 53 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| 54 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| 55 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| 56 | 252.225-7010 DFARS | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS | AUG/2000 |
| 57 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | AUG/2000 |
| 58 | 252.225-7014 DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I | MAR/1998 |
| 59 | 252.225-7016 DFARS | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | DEC/2000 |
| 60 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | JUN/1997 |
| 61 | 252.225-7026 DFARS | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | JUN/2000 |
| 62 | 252.225-7031 DFARS | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/1992 |
| 63 | 252.227-7013 DFARS | RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS | NOV/1995 |
| 64 | 252.227-7016 DFARS | RIGHTS IN BID OR PROPOSAL INFORMATION | JUN/1995 |
| 65 | 252.227-7025 DFARS | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | JUN/1995 |
| 66 | 252.227-7036 DFARS | CERTIFICATION OF TECHNICAL DATA CONFORMITY | JAN/1997 |
| 67 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| 68 | 252.242-7003 DFARS | APPLICATION FOR U.S. GOVERNMENT SHIPPING | DEC/1991 |
| 69 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 70 | 252.243-7002 DFARS | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| 71 | 252.244-7000 DFARS | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) | MAR/2000 |
| 72 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |

73 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD THROUGH 30 SEP 2005 (ORDERING PERIODS 01 THROUGH 05).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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End of Clause

(IF6155)

74 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than THE MINIMUM QUANTITY LISTED ON ATTACHMENT 002, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of SEE ATTACHMENT 002;

(2) Any order for a combination of items in excess of SEE ATTACHMENT 002; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

75 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPTEMBER 2005 OR UNTIL ALL SCHEDULED DELIVERIES UNDER THE LAST DELIVERY ORDER HAS BEEN SHIPPED COMPLETE, WHICHEVER IS LATER.

(End of clause)

(IF6031)

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76 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2005.

(End of clause)

(IF6036)

77 52.202-1 DEFINITIONS OCT/1995

(a) 'Head of the agency' (also called agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms

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and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

78 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

79 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

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'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

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| 80 | 52.209-3 | FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II | JAN/1997 |
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(a) The Contractor shall test 10 unit(s) of Lot/Items 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029 as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to AMSTA-LC-CSC-C/Bobbie Stegall marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of

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the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause ES6031)

** (See Schedule B)

(End of Clause)

(IF7116)

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| 81 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/1995 |
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of

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Name of Offeror or Contractor:

Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

82 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997
Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

83 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996
(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

84 52.227-1 AUTHORIZATION AND CONSENT JUL/1995
(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

85 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995
Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee

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transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

86 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required

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for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

87 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

88 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

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(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

89 252.243-7000 ENGINEERING CHANGE PROPOSALS SEP/1999
DFARS

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price, or a ''not less than'' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

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LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|--|-----------|--------------------|----------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (CDRL) | 10-FEB-00 | 002 | |
| Attachment 001 | END ITEM TECHNICAL DATA - CD ROM | | 001 | |
| Attachment 002 | PRICE EVALUATION SHEETS | | 008 | |
| Attachment 003 | NON-DISCLOSURE AGREEMENT | | 004 | |
| Attachment 004 | DOCUMENT SUMMARY LIST | | 002 | |
| Attachment 005 | LIST OF ADDRESSES | | 001 | |
| Attachment 006 | TECHNICAL DATA PACKAGE LISTINGS - CD ROM | | 001 | |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| List of Addenda | Title | Date | Number of Pages |
|--------------------|---|---------|--------------------|
| Attachment 1A | Instruction for Completed DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Document of Contractor Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |

(End of Clause)

(JS7001)

| | Regulatory Cite | Title | Date |
|---|-----------------|--|----------|
| 1 | 52.2100-4500 | ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS | JAN/1994 |

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
Directorate of Logistics
ATTN: SMCRI-DLD-T (W52R1Q)
Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.

(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior

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to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the ''shipment clearance'', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

(End of Clause)

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.
Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | APR/1991 |
| 2 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | JUN/1999 |
| 3 | 252.209-7001 DFARS | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| 4 | 252.209-7004 DFARS | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| 5 | 252.227-7017 DFARS | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JUN/1995 |
| 6 | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II | OCT/2000 |
| (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332994. | | | |
| (2) The small business size standard is 1,000. | | | |
| (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. | | | |
| (b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern. | | | |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002. | | | |
| (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern. | | | |
| (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that - | | | |
| (i) it ____is ____is not a veteran-owned small business concern. | | | |
| (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ____is ____is not a service-disabled veteran-owned small business concern. | | | |
| (6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that - | | | |
| (i) it ____is ____is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or | | | |

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HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
 ___is
 ___is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

 "Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) NOT less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business

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concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6013)

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| 7 | 52.207-4 | ECONOMIC PURCHASE QUANTITY - SUPPLIES | AUG/1987 |
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

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| 8 | 52.209-5 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS | JAN/2001 |
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within the 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property;

(C) Are ()
are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii.) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or state felony (or ;has any Federal or state felony indictments currently pending against them);

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ()
has not (),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

Name of Offeror or Contractor:

(KF7033)

| | | | |
|---|----------|----------------------|----------|
| 9 | 52.215-6 | PLACE OF PERFORMANCE | OCT/1997 |
|---|----------|----------------------|----------|

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

()intends,

()does not intend

(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

| | |
|--|---|
| Place of Performance (Street Address, City, State, County, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

(End of Provision)

(KF7023)

| | | | |
|----|-----------|---|----------|
| 10 | 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS | FEB/1999 |
|----|-----------|---|----------|

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

| | | | |
|----|-----------|-------------------------------|----------|
| 11 | 52.222-25 | AFFIRMATIVE ACTION COMPLIANCE | APR/1984 |
|----|-----------|-------------------------------|----------|

The offeror represents that (a) it

() has developed and has on file,

| | | |
|---------------------------|--|----------------------|
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|---------------------------|--|----------------------|

Name of Offeror or Contractor:

() has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of th Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located withing any State of the Unite States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Unite States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

13 252.209-7003 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS MAR/1998
DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

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| Name of Offeror or Contractor: | | |

14 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
 DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/1999 |
| 2 | 52.215-1 | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION | FEB/2000 |
| 3 | 52.232-13 | NOTICE OF PROGRESS PAYMENTS | APR/1984 |
| 4 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990 |

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

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| 5 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|---|----------|------------------|----------|

The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)/AND OR REQUIREMENTS type contract resulting from this solicitation. The proposed prices for the items with minimum guaranteed quantities shall be firm fixed price and are non-negotiable. Prices submitted on the Pricing Sheets for any possible additional quantities under Pricing Period 1 and Pricing Period 2 through Pricing Period 5 shall be used as the ceiling price for that range and pricing period.

(End of Provision)

(LF6008)

| | | | |
|---|----------|--------------------|----------|
| 6 | 52.233-2 | SERVICE OF PROTEST | OCT/1995 |
|---|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the TACOM-Rock Island, Contracting Officer, Mr. Jerry L. Yowell, AMSTA-LC-CSC-C, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSCBA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

| | | | |
|---|----------|-------------------------------------|----------|
| 7 | 52.252-5 | AUTHORIZED DEVIATIONS IN PROVISIONS | APR/1984 |
|---|----------|-------------------------------------|----------|

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized

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Name of Offeror or Contractor:

deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

8 9.306(c) FAR WAIVER OF FIRST ARTICLE APPROVAL

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, under which identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(LF7009)

9 52.215-4510 ELECTRONIC BIDS/OFFERS AUG/1999
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.
<http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

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10 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

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EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---------------------------------------|-------------|
| 1 | 52.216-27 | SINGLE OR MULTIPLE AWARDS | OCT/1995 |
| 2 | 52.247-50 | NO EVALUATION OF TRANSPORTATION COSTS | APR/1984 |
| 3 | 9.306(c) FAR | FIRST ARTICLE APPROVAL | |

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

SECTION M - EVALUATION CRITERIA

EVALUATION CRITERIA

(a) The Government will award a contract or contracts (if multiple awards are made) resulting from this solicitation to the responsible offeror(s) whose proposal/offer is the lowest evaluated responsive proposal/offer, price and other price related factors considered. The evaluation shall be based on price alone.

(b) Any proposal/offer, which is unrealistically high or low in price, will be deemed indicative of a failure to comprehend the Government's requirements and may be rejected. Unreasonableness of price includes not only the total price of the proposal/offer, but the prices for individual line items as well. Any proposal/offer may be rejected if the prices for any line items are materially unbalanced.

(c) The Government will evaluate proposals/offers based on prices proposed for the items listed on the Price Evaluation Sheets (Attachment 002) for all ordering periods and any other price related factors required by the solicitation. The evaluated CLIN price is the sum of the evaluated prices for all ordering periods. Each CLIN will be evaluated separately. For each ordering period, proposed unit prices for each range will be multiplied by the assigned weight then added to obtain a weighted unit price. The assigned weight represents the estimated likelihood that an order will be made within that range for each given ordering period. For purposes of evaluating each CLIN, the evaluated price for each CLIN will be calculated by multiplying the weighted unit price by the estimated most likely quantity for each ordering period. The total evaluated CLIN price is the sum of the evaluated prices for all ordering periods.

(d) The following items do not have estimated quantities specified in Ordering Period 1. For these items, the quantities listed below will be used as the most likely quantity to calculate the evaluated price for Ordering Period 1. A quantity of 100 will be used for evaluation purposes for those items that have zero quantities for Ordering Period 2 through 5. This allows for all ordering periods to have some computational value that would not happen if a quantity of zero were used. These estimated quantities are not a representation that this quantity will be required or ordered, or that conditions affecting requirements will be stable or normal.

| CLIN | ITEM | MOST LIKELY QUANTITY |
|------|----------------------|----------------------|
| 0001 | Plate, Receiver End | 1,244 |
| 0007 | Nut, Handle Assembly | 822 |

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| | | |
|------|-------------------------------------|-------|
| 0009 | Clamp | 986 |
| 0011 | Trigger Subassembly | 329 |
| 0012 | Carrier Assembly, Key and Bolt | 97 |
| 0013 | Forward Assist Assembly | 164 |
| 0014 | Pin, Cam | 381 |
| 0016 | Base, Rear Sight | 429 |
| 0018 | Selector, Fire Control | 757 |
| 0021 | Carrying Handle Assembly (complete) | 4,000 |
| 0023 | Wrench, Spanner - Carbine | 145 |
| 0024 | Charging Handle Assembly | 5,000 |

(e) For Ordering Period 1 for CLINs 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029, prices shall be submitted on a with and without First Article basis. The use of the price without First Article is dependent upon whether or not an offeror has received approval of a waiver of the First Article requirements prior to completion of evaluation.

(f) The Government reserves the right to make multiple awards if it is in the Government's best interest to do so. Theoretically, it is possible that award could be made to 29 different offerors. Each line item stands alone and will be awarded to the offeror submitting the lowest evaluated price. Offerors should be aware that the Government is not obligated to award any additional requirements other than the initial minimum guaranteed quantity specified on any line item.

(g) In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms contained in the nondisclosure agreement.

(h) A written notice of award or acceptance of a proposal/offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the proposal/offer, shall result in a binding contract without further action by either party. Before the proposal's/offer's specified expiration time, the Government may accept a proposal/offer (or part of a proposal/offer), unless a written notice of withdrawal is received before award.

*** END OF NARRATIVE M 002 ***